

**ERATE FUNDING YEAR 2016**

This E-Rate Funding Year 2016 Managed Internal broadband and Internal Connections contract ("Contract") is between EQC Technologies ("EQC"), SPIN #: 143030000 and Pecos Independent Schools ("Customer") Entity #: 143281.

Customer hereby agrees to receive E-Rate eligible products and services from EQC as proposed in the EQC Quote Number: SC-101. This contract is contingent to approval and funding by the Schools and Libraries Division and includes four additional annual extensions.

This Contract consists of the following attached documents, which are incorporated herein in their entirety by reference:

1. **GENERAL CONDITIONS**
2. **INTERNAL CONNECTIONS CABLING QUOTE**
3. **INTERNAL CONNECTIONS WIRELESS ACCESS POINTS QUOTE**
4. **INTERNAL CONNECTIONS SWITCHES QUOTE**
5. **INTERNAL CONNECTIONS UPS BATTERY BACKUP QUOTE**

This Contract, the Form 471 and the attachments attached hereto represent the entire Contract between the parties. Any modification to this Contract may be made only in writing executed by the duly authorized representatives of EQC and the customer. Exhibits, attachments and amendments to this Contract shall take precedence in case of conflicting terms between the terms of the Contract, and those of the exhibits, attachment or amendment.

**EQC Technologies****Pecos Independent Schools**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_Printed Name: William MundyPrinted Name: Fred TrujilloTitle: Sales ManagerTitle: SuperintendentDate: 04/30/16Date: 4/16/16

## GENERAL CONDITIONS

1. **Term.** EQC agrees to provide remote managed internal services for Customer for E-Rate eligible equipment. This Contract shall be for a period of twelve (12) months contingent upon E-Rate funding, commencing on July 1, 2016 and ending on June 30, 2017.
2. **Extensions:** Four additional optional extensions for funding years 2016, 2017, 2018 and 2019. To cover the five year E-Rate budget
3. **Services.** EQC will perform the services as per E-Rate guidelines and will only cover the E-Rate eligible equipment. Services include unlimited tickets for troubleshooting, repair and updates/upgrades.
4. **Onsite Support.** When in the best interest of the customer, onsite support will be provided after receiving authorization from customer at no additional cost.
5. **Schedule.** Monthly scheduled maintenance tasks is included as directed by customer.
6. **Emergency Support.** EQC provides emergency response within four (4) hours. EQC will perform onsite emergency support services upon customer authorization at no additional cost.
7. **Documentation.** EQC will create a complete documentation of existing network infrastructure. This documentation will be updated yearly or as necessary. Documentation will include:
  - a. Yearly update documentation
  - b. Online Client Portal for all tickets
  - c. Provide one 3' x 4' laminated Network Diagram
  - d. Summary of work performed.
8. **Contract not to Solicit Employees.** Customer will not, while at any time during the term of this Contract and for a period of twelve (12) months following the termination of such Contract, whether as an individual, or in any capacity, directly or indirectly, solicit, employ, contract or retain any employee of EQC without its written consent.
9. **Limitation or Remedies.** EQC entire liability and Customer's exclusive remedy for damages from any cause whatsoever, including, but not limited to, nonperformance or misrepresentation, and regardless of the form of actions, shall be limited to the amount which has been paid to EQC by Customer for performance hereunder. In no event will EQC be liable for damages caused by Customer's negligence, or for special, incidental or consequential damages, lost profits, lost use of equipment, loss of stored memory, cost of substitute equipment or other downtime costs, even if EQC has been advised of the possibility of such damages, or for any claim against Customer by any other party. No action rising out of this Contract, regardless of the form of action, may be brought by Customer more than one year after the action has occurred. SOME STATES HAVE LAWS WHICH ARE DIFFERENT FROM THOSE STATED HEREIN AND IN SUCH STATES; THE MINIMUM REQUIRED LIABILITY TERMS SHALL APPLY.
10. **Force Majeure.** Either party shall be excused for delay in the performance of any obligations hereunder when such delay is the result of or attributable to the elements, acts of God, governmental authority, unavailability of parts from manufacturer, delays in transportation or any other cause beyond their reasonable control.